

ARIZONA TELECOMMUNICATIONS TARIFF

OF

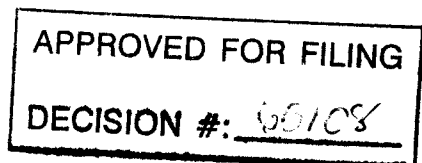
Optical Telephone Corporation

600 Blvd. South, Suite 104
Huntsville, AL 35802

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Optical Telephone Corporation within the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business; 600 Blvd. South, Suite 104, Huntsville, AL 35802.

Optical Telephone Corporation is a provider of interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the State of Arizona as an adjunct to Optical Telephone Corporation's interstate service.



Issued: September 18, 2002
Issued By:

Effective Date: October 18, 2002

Mark Frost
Optical Telephone Corporation
600 Blvd. South, Suite 104
Huntsville, AL 35802
(256) 705-3522

ORIGINAL

Optical Telephone Corporation

Arizona C.C. Tariff No. 1

Original Sheet No. 1

CHECK SHEET

The Title Sheet and Sheets 1 through 34 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

SHEET

REVISION

Title

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DECISION #: 65108

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Effective Date: October 18, 2002

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CHECK SHEET (CONT'D.)

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| DECISION #: 65108 |

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Effective Date: October 18, 2002

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

APPROVED FOR FILING

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Original Sheet No. 7

TARIFF FORMAT (CONT'D.)

- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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Effective Date: October 18, 2002

APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of specialized intrastate resale common carrier telecommunications services by Optical Telephone Corporation between various locations within the State of Arizona. All services are interstate offerings. Intrastate service is an add on service available only if the Customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

The Arizona Corporation Commission.

Company:

Optical Telephone Corporation.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection:

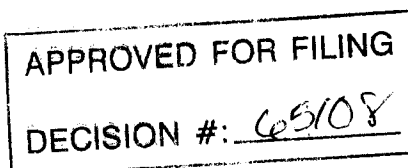
The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

Measured Service:

The provision of long distance measured time communications telephone service to customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

Originating Station:

The originating point of a call.



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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

Point of Presence:

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Postpaid Service:

Presubscribed service where subscribers are billed for and remit payment subsequent to the provision of service.

Subscriber:

See "Customer" definition.

Travel Card:

See "Calling Card" definition.

V & H Coordinates:

Geographic Points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Company

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.2. Company is a non-facilities based provider of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, the duration of each call will be rounded up in sixty (60) second increments unless otherwise specified.
- 2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2. Limitations

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to remove service to or from a location where the necessary facilities or equipment are not available.
- 2.2.2. Company reserves the right to immediately disconnect service upon its written notice when necessitated by conditions beyond the Company's control, or when the Customer is using the service in violation of either the provisions of this tariff, or in violation of the law pursuant to Section 2.3.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3. Use

- 2.3.1. Service may be used for the transmission of communications by the customer.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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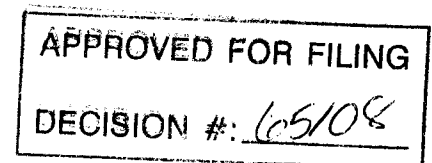
SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4. Liabilities of the Company

2.4.1. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company shall not be liable for any direct, indirect, consequential, special, actual or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause.

2.4.2. Company shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.



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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4. Liabilities of the Company (Cont'd.)

- 2.4.3. The Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

- 2.4.4. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.4. Liabilities of the Company (Cont'd.)**

- 2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Arizona law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4. Liabilities of the Company (Cont'd.)

- 2.4.7. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.5. Prepaid Subscriber Responsibilities

(Reserved for Future Use)

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DECISION #: 65108

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6. Interruption of Service

- 2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.6.2. No credit allowances will be allowed for an interruption of services for continuous duration of less than two hours.
- 2.6.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of service to thirty (30) days.
- 2.6.4. In the event of foreknowledge of an interruption in service for a period exceeding two hours, the subscribers will be notified in writing, by mail, at least one week in advance.

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DECISION #: 65108

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7. Restoration of Service

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.8. Minimum Service Period

The minimum service period is one month (30 days).

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9. Payments and Billing for Postpaid Services

- 2.9.1. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until canceled by the Customer with no less than 30 days notice.
- 2.9.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.9.3. Billing will be payable upon receipt and deemed past due ten (10) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance, or the maximum allowable under state law. Each account shall be granted not less than one complete forgiveness of late payment charge, pursuant to Commission rules. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- 2.9.4. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10. Billing Disputes

2.10.1. Billing disputes should be addressed to Company's Customer Service Organization via telephone to (866) 318-5480. Customer Service is available twenty-four hours per day, seven days per week.

2.10.2. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

2.10.2.1. First, the Customer may request the Company perform an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).

2.10.2.2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address of the Commission is:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007
Telephone: (602) 542-3477

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.11. Cancellation by Customer**

2.11.1. Customer may cancel service by providing written notice to Company 30 days prior to cancellation.

2.11.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.11.3. Any non-recoverable cost of Company expenditures shall be borne by the customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

APPROVED FOR FILINGDECISION #: 65108

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12. Cancellation by Company

2.12.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.12. Cancellation by Company (Cont'd.)**

2.12.2. Company may discontinue service according to the following conditions upon ten (10) days written notice:

- A. For violation of Company's filed tariff.
- B. For the non-payment of any proper charge as provided by Company's tariff.
- C. For Customer's breach of the contract for service between the utility and Customer.
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.12.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.

2.12.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.13. Interconnection**

2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

2.14. Deposits

The Company does not require a deposit from the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15. Taxes and Surcharges

2.15.1. Taxes

Taxes are not included in the tariffed rates.

2.15.2. Public Payphone Surcharge

In order to recover the Company's expenses and to comply with the FCC's pay telephone compensation plan (FCC CC Dkt. No. 96-128), a non-discountable per call charge is applicable to all completed dial-around calls which originate from public pay telephones.

This surcharge is in addition to standard tariffed usage charges and any applicable service charges and surcharges. The Public Pay Telephone Surcharge will, whenever possible, appear as a separate line item on monthly bills to customers.

APPROVED FOR FILING
DECISION #: 65108

Issued: September 18, 2002
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Effective Date: October 18, 2002

SECTION 3 - DESCRIPTION OF SERVICE**3.1. Timing of Calls**

- 3.1.1. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminates when either party hangs up.
- 3.1.2. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is sixty (60) seconds with sixty (60) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

APPROVED FOR FILING

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.2. Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the V & H Coordinates Tape and appear in National Exchange Carriers Association Tariff No.4.

FORMULA:

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

EXAMPLE: Distance between Miami and New York City:

| | <u>V</u> | <u>H</u> |
|------------|--------------|--------------|
| Miami | 8,351 | 529 |
| New York | <u>4,997</u> | <u>1,406</u> |
| Difference | 3,354 | (877) |

APPROVED FOR FILING

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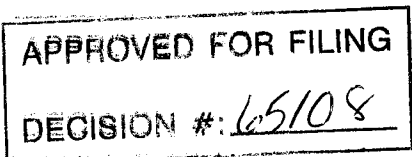
SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.2. Calculation of Distance (Cont'd.)

Square and add: $11,249,316 + 769,129 = 12,018,445$

Divide by 10 and round: $12,018,445/10 = 1,201,844.5$
1,201,844

Take the square root and round: $1,201,844 = 1,096.2$
1,096 miles



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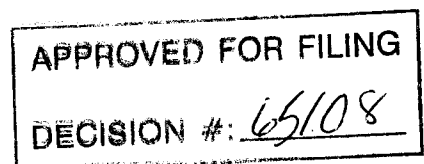
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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.3. Optical Telephone Corporation's Telecommunications Services

- 3.3.1. One Plus Service (Plan A) – enables a caller to complete calls within the State of Arizona. The Customer may access the service by dialing “1”, plus the Numbering Plan Area (“NPA”) code and telephone number (Central Office (“CO”) code and station line). This plan is associated with a monthly service charge for interstate services.
- 3.3.2. One Plus Service (Plan B) – enables a caller to complete calls within the State of Arizona. The Customer may access the service by dialing “1”, plus the Numbering Plan Area (“NPA”) code and telephone number (Central Office (“CO”) code and station line). No monthly service charge is associated with this plan.
- 3.3.3. Calling Card Service – is offered in conjunction with the One Plus Service (Plan A and Plan B) as an optional feature. Remote Access to One Plus Service is utilized by Customers when off the network by dialing a toll-free number and entering an authorization code and dialing the number to which the Customer desires to be connected. This product gives One Plus customers 1500 free minutes of Calling Card Service. The calling card is valid for 30 months and restricted to 50 minutes of free calling per month. A customer may determine the number of minutes remaining on their card by calling Optical's toll free customer service number. Once free minutes are used, Customer will be charged for calls at tariffed rates. In the event of a change in the applicable telephone number or service, the Calling Card Service automatically terminates. The Customer is responsible for all calls placed using the Calling Card Service. If the calling card is lost or stolen, the customer is responsible for any and all charges incurred by use of the calling card until the company's customer service department is contacted at the toll free number. Calling Card Service is not transferable.



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SECTION 4 - RATES**4.1. Service Charges****4.1.1. One Plus Service (Plan A)**

| | TIMING | |
|------------|--------------------|------------------|
| | Initial 60 Sec. | Add'l 60 Sec. |
| Intrastate | \$0.12 | \$0.12 |

4.1.2. One Plus Service (Plan B)

| | TIMING | |
|------------|--------------------|------------------|
| | Initial 60 Sec. | Add'l 60 Sec. |
| Intrastate | \$0.15 | \$0.15 |

4.1.3. Calling Card Service

Rate per minute: \$0.18

APPROVED FOR FILING
DECISION #: 66108

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SECTION 4 - RATES (CONT'D.)

4.2. Surcharges

4.2.1. Public Pay Telephone Surcharge

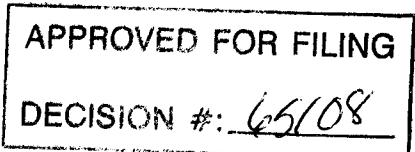
The following charge is assessed on a per-completed call basis: \$0.85

4.2.2. Return Check Fee

The following is assessed for each returned check: \$20.00

4.2.3. Directory Assistance

The following charge is assessed for each directory assistance call: \$0.85



Issued: September 18, 2002

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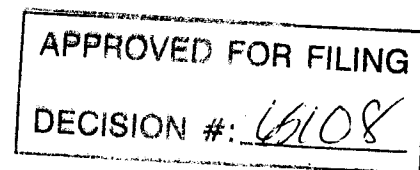
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SECTION 5 - MAXIMUM RATES**5.1. Service Charges****5.1.1. One Plus Service**

| | TIMING | |
|------------|--------------------|------------------|
| | Initial 60 Sec. | Add'l 60 Sec. |
| Intrastate | \$0.25 | \$0.25 |

5.1.2. Calling Card Service

Rate per minute: \$0.25

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